

# CITY OF COLUMBIA FALLS

DRAWER G

COLUMBIA FALLS, MONTANA 59912

892-4391

copy

AGREEMENT BETWEEN \_\_\_\_\_

AND \_\_\_\_\_

FOR SPREADING STABILIZED SEWAGE SLUDGES ON COMPANY LAND

## GENERAL:

WHEREAS, \_\_\_\_\_ is responsible for operation of the sewerage system; and

WHEREAS, the treatment process provides for removal of most of the organics and nutrients from the wastewater, and ultimately develops a stabilized liquor in which the organics and nutrients have been concentrated; which liquor, commonly referred to as sludge, must be ultimately disposed of in such a way that the organics and nutrients do not contaminate surface waters or ground waters, and

WHEREAS, the value of sludges for crop land application has long been recognized due to the nutrient content and the favorable soil conditioning characteristics of sludges, allowing a reduction of commercial fertilizer usage in maintaining optimum soil fertility conditions; and

WHEREAS, \_\_\_\_\_ Wastewater Treatment Plant is about to be expanded, and spreading of sludge can be performed economically by discharging onto crop land and thus be of benefit to both the \_\_\_\_\_ and the recipient of the sludge.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS OF EACH OTHER, IT IS AGREED BETWEEN THE \_\_\_\_\_ (PARTY OF THE FIRST PART), AND \_\_\_\_\_ (PARTY OF THE SECOND PART), AS FOLLOWS:

\_\_\_\_\_  
AGREES:

1. To deliver sludge in liquid form to the premises of the above owner, said premises generally located as described under "Extent of Agreement".
2. To deliver said material at pre-arranged times agreeable to both parties.
3. To inject the material into the soil to be treated with sludge in a uniform manner and in accordance with item 7 first below.
4. To apply sludge in such a manner so as not to result in runoff of sludge to streams or to render fields unworkable due to excess moisture or to cause excessively deep rutting due to equipment movement.
5. To test sludge periodically for the presence of undesirable substances and to not discharge onto farmland any sludge exceeding maximum levels of undesirable materials as recommended by state and/or federal regulator agencies having jurisdiction.

What does this mean?  
near? How often?

to to give us copies of results

continued

What does this mean?  
Is this the same as a "hazardous" substance?

*also records of  
sludge  
characteristics*

6. To keep appropriate records of sludge volumes applied, sketch maps of locations where applied and other pertinent data.
7. To work closely with regulatory agencies both state and federal. *how often?*
8. Test soils for pH and for buildup of undesirable materials. *testing done? what amounts?*
9. To carry liability insurance to cover damage or loss ~~that might occur as a result of improper sludge application~~ *also for loss from "undesirable substances"*
10. That all proceeds from sale of crops grown on land which has had sludge applied shall be the owner's.

THE OWNER AGREES:

1. To cooperate as fully as possible with the \_\_\_\_\_ in scheduling the discharge of sludge onto cropland.
2. To allow persons representing the \_\_\_\_\_ access to fields to which sludge has been applied at any reasonable time for testing of soils and any materials grown on the soils.
3. That if the owner should sell the land, the owner shall advise the purchaser of said land that sludge has been applied to it for cropping purposes, and it shall be made a condition of said title transfer, provided that this requirement shall no longer be legally binding after three years following the last sludge application. *why? Any state requirements? If a hazardous waste, have to record on deed.*
4. To use land to which sludge has been applied for growing crops not intended for direct human consumption within three years after the time sludge has been applied. *not clear - do we have to grow crops?*

EXTENT OF AGREEMENT:

*what if we sell land* This agreement shall be binding upon the successors and assigns of the \_\_\_\_\_ and upon the heirs, executors, administrators and assigns of the owner and any tenants using the land, in a like manner as upon the original parties.

If the land is sublet at any time during the agreement period, or sublet prior to the date of this agreement so that the period of that lease overlaps any portion of the period of this agreement, all the above terms of the agreement shall apply to the lessee as well as the owner.

It is mutually understood and agreed that no one shall be coerced by the terms of this agreement to put sludge on his property or to take such material at any time against his will.

The premises covered by this Agreement are generally described as follows:

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*a date certain.*  
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The terms of this Agreement shall be \_\_\_\_\_ years, from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_. This Agreement shall continue in effect from year to year thereafter until written notice of termination is given by either party on or before the \_\_\_\_\_ day of \_\_\_\_\_ of any year after the original expiration date of this agreement.

*Calendar or contract year*

It is mutually understood and agreed by both parties that the \_\_\_\_\_ participates to the extent it may lawfully do so and to the extent it shall have sludge available to the owner pursuant to this agreement, but that no specific quantity or continuous supply of sludge is guaranteed.

SPECIAL PROVISIONS:

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